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Counterclaimants and Fourth Party Plaintiffs
DACA-Castaic, LLC and Debt Acquisition
Company of America V, LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

THE RICHARD AND SHEILA J.
McKNIGHT 2000 FAMILY TRUST,
Richard McKnight, Trustee

Plaintiff

v.

WILLIAM J. BARKETT, an individual,
CASTAIC III PARTNERS, LLC
a California limited liability company

Defendants

AND RELATED INTERVENOR
ACTIONS, THIRD PARTY ACTIONS
AND COUNTERCLAIMS

Case No. 2:10-cv-01617-RCJ

ORDER AMENDING JUDGMENT AND
CERTIFYING AMENDED JUDGMENT
AS FINAL PURSUANT TO F.R.C.P.
54(b)

1 IT IS HEREBY ORDERED:

2 1. The Judgment entered January 29, 2015 as ECF No. 355 is hereby
3 amended in the following particular only. Paragraph 1.19 appearing on page 5 line 27
4 to page 6 line 2 of the Judgment previously stated:

5 The assignment of the Castaic Notes and Trust Deeds
6 necessarily included, by operation of law, and assignment of rights
7 under any guarantees of the obligations under those Notes.
Accordingly, DACA is the real party in interest with respect to any
claims based on those guarantees.

8 2. The above quoted paragraph 1.19 is deleted in its entirety and replaced
9 by the following:

10 The assignment of the Castaic Notes and Trust Deeds by those
11 Direct Lenders who voted to accept the Purchase Agreement
12 necessarily included, by operation of law, an assignment of rights
13 under any guarantees of the obligations under those Notes.
Accordingly, DACA is the real party in interest with respect to any
claims based on those assigned guarantees.

14 3. The following paragraph 1.20 is added to the Judgment:

15 1.20 The references in paragraphs 1.13, 1.14, and 1.15 to
16 DACA – Castaic, LLC as “sole beneficiary of record” refers, as to
17 those Direct Lenders who voted “no” or who did not vote to accept
the Purchase Agreement, only to record title and does not mean
18 that those Direct Lenders have transferred or that DACA-Castaic
LLC holds their beneficial interest. All rights of those Direct
19 Lenders who voted “no” or who did not vote to accept the
Purchase Agreement are reserved.

20 4. The Judgment, as amended hereby is certified as final pursuant to Federal
21 Rule of Civil Procedure 54(b). The Court finds that there is no just reason for delay,
22 for the following reasons:

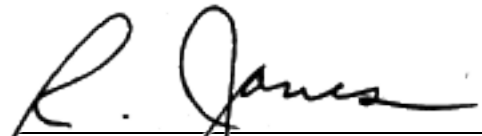
23 4.1 The Judgment as amended completely disposes of all claims by
24 and against Debt Acquisition Company of America V, LLC and DACA-

1 Castaic, LLC (collectively, “DACA”), thus removing DACA from the
2 litigation;

3 4.2 The Judgment as amended grants declaratory relief only, as to
4 matters relating to the validity of DACA’s foreclosure. The validity of the
5 foreclosure should be adjudicated without further delay in order to resolve
6 claims potentially affecting title which may, until they are adjudicated, delay re-
7 sale of the subject properties.

8 4.3 The resolution of monetary claims between the Direct Lenders and
9 the Barkett Parties does not affect the validity of the foreclosures, which is
10 adjudicated in the Judgment as amended.

11
12 DATE: _ August 25, 2015


HON. ROBERT C. JONES
UNITED STATES DISTRICT JUDGE

13
14 APPROVED AS TO FORM AND
15 CONTENT

16 LAW OFFICES OF LISA RASMUSSEN

17 By: /s/ Lisa A. Rasmussen
18 Lisa A. Rasmussen
19 Attorney for Rasmussen Direct Lenders
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